

Retention Agreement

This Retention Agreement governs the retention of Glancy Prongay & Murray LLP (“GPM”) (the “Attorneys”) by those institutions or individuals (the “Client”) who have authorized the Attorneys to prosecute claims arising out of their purchase of Aphria, Inc.'s securities.

WHEREAS the Client has authorized the Attorneys to prosecute claims relating to the securities of Aphria, Inc. (the “Litigation”);

WHEREAS the Litigation entails numerous complex factual and legal issues and entails considerable risk;

WHEREAS the Litigation requires the expenditure of substantial resources by the Attorneys retained to prosecute the Litigation;

WHEREAS the Client seeks to maximize their recovery while limiting the expenditure of their own resources; and

NOW, THEREFORE, the Client and the Attorneys AGREE AS FOLLOWS:

I. SCOPE OF SERVICES/CASE HANDLING

A. Upon execution by GPM, attorneys are retained to provide legal services for the purpose of seeking damages and other relief in the Litigation. Client provides authorization to seek appointment as Lead Plaintiff in the class action, while the Attorneys will seek to be appointed Class Counsel. If this occurs, the Litigation will be prosecuted as a class action.

B. If you obtain access to non-public information during the pendency of the Litigation, you must not engage in transactions in securities.

C. Attorneys are authorized to prosecute the Litigation. The appointed Lead Plaintiffs will monitor, review and participate with counsel in the prosecution of the Litigation. The Attorneys shall consult with the appointed Lead Plaintiffs concerning all major substantive matters related to the Litigation, including, but not limited to, the complaint, dispositive motions and settlement. Because of potential differences of opinion between Clients concerning, among other things, strategy, goals and objectives of the Litigation, the Attorneys shall consult with the appointed Lead Plaintiffs as to the courses of action to pursue. The Client agrees to abide by the decisions of the appointed Lead Plaintiffs, which shall be final and binding on all Clients.

D. GPM is given the authority to opt the Client out of any class action proceeding relating to the claims authorized herein and/or pursue the Client claim individually in a group action, if the Client is not appointed Lead Plaintiff and GPM is not appointed Class Counsel.

E. The Attorneys shall provide sufficient resources, including attorney time and capital for payment of costs and expenses, to vigorously prosecute the Litigation.

F. Any recovery from defendants that the Attorneys are responsible for will be divided among class members based on the recognized loss by each class member as calculated by a damage allocation plan which will be prepared by a financial expert or consultant, provided to the appointed Lead Plaintiffs, be subject to the Court's approval and will account for such factors as size of securities ownership, date of purchase, date of sale and continued holdings, if any. Under the rules governing class action litigation, while the Lead Plaintiffs recover

according to the same formula as other class members, the Court may approve, upon application therefore, reimbursement of the Lead Plaintiffs' reasonable costs and expenses directly related to the representation of the class. Examples are lost wages and travel expenses associated with testifying in the action.

II. CONTINGENT FEE AGREEMENT

A. The Attorneys shall advance all expenses in the Litigation. The Client is not liable to pay any of the expenses of the Litigation, whether attorneys fees or costs. Recovery of costs and other expenses is contingent upon a recovery being obtained. If no recovery is obtained, Client will owe nothing for costs and other expenses. In the event that an order is entered awarding costs and expenses in favor of defendants, Attorneys will be responsible for such costs and expenses, not the Client. If the Court does not permit the case to proceed as a class action, we will mutually decide whether, and on what basis, the case will continue.

B. If there is a recovery in the Litigation, whether by settlement or judgment, the Attorneys shall be compensated via payment of a reasonable percentage of any recovery as approved by the Court, which amount shall include attorneys' fees plus reasonable disbursements in the Litigation. On behalf of the class and as a class representative, the Client acknowledges that plaintiffs' counsel may apply for a fee of up to 33 1/3% of the recovery plus disbursements, subject to court approval. "Disbursements" shall include, but not be limited to, costs of travel, telephone, copying, fax transmission, depositions, investigators, messengers, mediation expenses, computer research fees, court fees, expert fees, other consultation fees and paralegal expenses. Any recovery in the Litigation shall first be used to reimburse disbursements.

C. In the event that the Litigation is resolved by settlement under terms involving any "in-kind" payment, such as stock, the contingent fee agreement shall apply to such "in-kind" payment.

D. In the course of the lawsuit, the Attorneys may retain and/or work with other law firms, in which case, the Attorneys would divide any legal fees we receive with such other firms. You agree that we may divide fees with other attorneys for serving as local counsel, or for referral fees, or other services performed. The division of attorneys' fees with other counsel may be determined upon a percentage basis or upon time spent in assisting the prosecution of the action. The division of fees with other counsel is the Attorneys' sole responsibility and will not increase the fees described above.

III. GENERAL REQUIREMENTS

A. This Agreement may not be assigned by the Attorneys.

B. Client agrees to cooperate in the prosecution of the suit including providing documents to substantiate the Client's claim, and to cooperate in providing discovery information, including a deposition if necessary. Client further agrees to preserve any documents relevant to the Litigation that are currently in their possession during the pendency of the Litigation.

C. Client agrees that our files and papers compiled in connection with our investigation and prosecution of this matter constitute the work product and property of this firm over which the firm has complete control with respect to its use and/or disclosure.

D. Client recognizes that the Attorneys are representing other Aphria, Inc. investors in the Litigation. The Client agrees that any conflicts caused by such representation are waived.

E. GPM agrees to maintain liability insurance which covers its practice in this litigation and to provide evidence

of such coverage if requested.

IV. TERMINATION

A. Client may terminate this Agreement as to any Attorneys, with or without cause and without penalty, by providing the Attorneys with written notice of termination. Attorneys may terminate this agreement with or without cause and without penalty, by providing client with written notice of termination if the Client fails to cooperate in the prosecution of this action or such other reason as may be approved upon application to the Court.

B. If the Attorneys are terminated for any reason, Attorneys shall be entitled (a) to be reimbursed, pursuant to §II above, for reasonable out-of-pocket costs and expenses that they incurred, but only if and when recovery is obtained, and (b) to be paid such compensation as might be payable to them in accordance with this Agreement, but only if and to the extent and at the time compensation is payable to the Attorneys from any recovery in the Litigation pursuant to §II above.

V. NOTICE

A. All notices to be given by the parties hereto shall be in writing and served by depositing same in the United States Post Office, postage prepaid and registered as follows:

TO THE CLIENT

The mailing or email address provided by Client.

TO ATTORNEYS

Glancy Prongay & Murray LLP
1925 Century Park East, Suite 2100
Los Angeles, California 90067
Attention: Robert V. Prongay

B. Any actions arising out of this Agreement shall be governed by the laws of the State of California, and shall be brought and maintained in the Los Angeles Superior Court, which shall have exclusive jurisdiction thereof.

C. This agreement, along with the signed Certification and Authorization of Named Plaintiff, sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions.